II. B. GRADUATE MEDICAL EDUCATION AGREEMENT TERMS AND CONDITIONS

B.1. Non-discrimination statement

Loyola abides by all applicable provisions of Federal, State and Local law. Loyola does not discriminate in its employment policies and practices on the basis of race, color, religion (except where religion is a Bona Fide Occupational Qualification for the job), national origin or ancestry, gender, sexual orientation, age, marital status, veteran’s status, or any other classification protected by law. Otherwise qualified individuals are not discriminated against on the basis of physical or mental handicap/disability. Loyola will not tolerate racial, sexual or other forms of harassment of students, faculty, staff employees, or patients and has established policies and procedures to promptly address any complaints.

B.2. Request for Agreement

The Graduate Medical Education Office Central Office of Graduate Medical Education will prepare resident agreements to be issued to residents upon receipt of the following:

1. A written request by the Program Director that an agreement be issued. The request will include start and end dates, and will be for no more than 12 months in duration;

2. Confirmation that a funding commitment exists for the position the applicant will fill;

3. A completed file with original application and supporting documents; and

4. A signed Consent and Release from Liability Form.

B.3. Agreement Execution

1. The Central Office of Graduate Medical Education will issue all Graduate Medical Education Agreements. Individual programs do not have the authority to issue Graduate Medical Education Agreements.

2. The Graduate Medical Education Agreement along with attachments is the written agreement between Loyola and the resident. The three copies of the agreement will be signed by the Designated Institution Official when the resident obtains a valid medical license and, if appropriate, necessary visa paperwork to train in the United States. The following parties must sign the all the copies for the agreement to be valid:

   (1) The Resident;
(2) Program Director;
(3) Chairman; and
(4) Designated Institution Official

3. The Central Office of Graduate Medical Education will keep one original executed copy of the agreement. The other two originals will be given to the department and to the resident.

4. It is the responsibility of the resident to obtain and maintain, at his/her own expense, medical licensure in the State of Illinois. Should the resident fail to obtain the appropriate licensure as outlined in the Graduate Medical Education Agreement the Agreement shall become null and void.

5. The resident must immediately notify the Central Office of Graduate Medical Education of any notice of license revocation, suspension or restriction. If at any time within the term of the Agreement the resident ceases to be properly licensed, the Agreement shall be terminated. Residents without a valid medical license cannot participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid.

6. Residents without valid visa or work authorization cannot participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid. If the resident fails to obtain or loses the appropriate authorization forms, visas, and other permits as outlined in the Graduate Medical Education Agreement and as may be required by the United States Citizenship and Immigration Service, the agreement shall become null and void.

7. Residents without valid social security number cannot participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid.

8. The resident must immediately notify the Central Office of Graduate Medical Education of any notice of revocation, suspension or restriction of work authorization or visa status. If at any time within the term of the Agreement the resident ceases to maintain appropriate work authorization or visa status, the Agreement may be terminated.

B.4. Restrictive Covenants

The resident shall not be bound by any non-competition guarantees by virtue of the Graduate Medical Education Agreement.

B.5. NRMP and Specialty Matches

1. The Director of Graduate Medical Education is the Institutional Contact for all matches.

2. The Central Office of Graduate Medical Education will pay all Loyola administrative department-specific match fees, if the applications and documents are submitted through the office.
3. Program Directors will adhere to all applicable NRMP and specialty rules as published.